

**OPTICAL STORAGE TECHNOLOGY ASSOCIATION  
INTELLECTUAL PROPERTY  
CONTRIBUTION AND DISCLOSURE FORM**

Optical Storage Technology Association (“OSTA”) has adopted the OSTA Intellectual Property Policy (the “Policy”). The Policy is available on OSTA’s Web site or upon request to the President of OSTA. Pursuant to the Policy, OSTA will only accept contributions to specifications from Members and Associates of OSTA (who by being a Member or Associate, have agreed to the Policy) and third parties who have agreed in writing to comply with the Policy (collectively “Contributors”). All Contributors are advised to read the Policy before making a contribution to an OSTA specification. The Policy requires a Contributor to provide written assurance at the time the contribution is made to OSTA that, in the event the specification incorporates or is based upon the contribution, the Contributor will, upon request, license upon reasonable and nondiscriminatory terms on a reciprocal basis any and all of its Essential Patent Claims (as defined in the Policy) embodied in or reading on the contribution, solely for purposes of implementing a specification which incorporates the contribution in a product that complies fully with the specification. In addition, the Policy requires that at the time the contribution is made or at any time thereafter, the individual representing the contributor company shall disclose to OSTA any patent rights of the Contributor personally known to the individual which, in the judgment of the Contributor, would constitute an Essential Patent Claim if the contribution were ultimately incorporated into the specification.

The purpose of this Form is to provide the necessary disclosures to OSTA. Please complete, sign and deliver this form to the Chairperson of the OSTA Committee or Subcommittee considering the specification.

- A. Specification involved: \_\_\_\_\_
- B. OSTA Committee/Subcommittee considering the specification: \_\_\_\_\_
- C. A description of the contribution, the holder(s) of the patent(s) involved, and the portion of the specification affected thereby is “attached as Exhibit “A”.
- D. Name and contact information for representative of holder(s) of patent(s): \_\_\_\_\_

E. In accordance with the Policy, if the undersigned is aware of any Essential Patent Claims owned by other than the undersigned which are involved in the subject Specification, such Essential Patent Claims are described on Exhibit “B”. By signing this Form, the undersigned does not represent that it has performed any patent search in connection with the assertions in this Form, nor does it commit to do so.

F. The undersigned hereby agrees that OSTA shall own the copyright in the Specification. The undersigned shall own the copyright in the Contribution it makes, and shall grant to OSTA a worldwide, royalty-free, non-exclusive, perpetual, fully-paid, irrevocable copyright license under copyrights in its Contribution to incorporate the Contribution into the Specification, and to use, copy, disclose, publish and distribute the Contribution or modify or create derivative works of the Contribution, solely as part of the Specification.

G. The undersigned hereby irrevocably agrees that, if its Contribution, whether in whole or in part, is incorporated into the Specification described above, pursuant to a process in which the undersigned has participated, the undersigned will do one of the following: (please check one blank):

- \_\_\_\_\_ (a) The undersigned agrees that, in the event a Specification incorporates or is based upon the Contribution of the undersigned, the undersigned will, upon request, license without charge and otherwise on reasonable and nondiscriminatory terms on a reciprocal basis any and all of its Essential Patent Claims embodied in or reading on the Contribution, solely for purposes of implementing the Specification that incorporates the Contribution in a product that complies fully with all required portions of the Specification

(and not extending such license rights to any portion or function of a product not required to comply with the Specification).

\_\_\_\_\_ (b) The undersigned makes the same commitment as provided in (a) above, but may require compensation for the license.

H. Except as expressly set forth herein, the undersigned makes no representation that it will grant any license to any party under any of its intellectual property rights.

I. The undersigned agrees to abide by the Policy.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(E-mail)

\_\_\_\_\_  
(Date)

**EXHIBIT "A"**

**DESCRIPTION OF CONTRIBUTION, PATENT(S), AND  
PORTION OF THE SPECIFICATION AFFECTED THEREBY**

**EXHIBIT "B"**

**PATENT(S) OF THIRD PARTIES**